UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
ALF RENTAL COMPANY, INC.,	Docket No.: 07 CV 3148 (LAK)
Plaintiff,	
-against-	<u>DECLARATION IN REPLY</u>
BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL CONTRACTORS CORP., CONSOLIDATED EDISON OF NEW YORK, INC., TERRA DINAMICA, LLC, CORESLAB STRUCTURES, and NICOLSON CONSTRUCTION CO.,	
Defendants.	
BUILDERS RESOURCE, INC.,	
Third-Party Plaintiff,	
-against-	
BAY CRANE SERVICE INC.,	
Third-Party Defendant.	
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STEPHEN H. MARCUS, an attorney duly admitted to practice before the Courts of the State and this District Court, declares under penalty of perjury as follows:

- 1. I am of counsel to Lambert & Weiss, attorneys for the defendant Builders Resource, Inc. ("BRI") and third-party defendant Steven Allard ("Allard").
- 2. I make and submit this declaration in reply to the opposing papers of defendant Coreslab Structures (Conn.) Inc.'s ("CSCI") submitted in response to BRI and Allard's motions to dismiss CSCI's cross-claims against BRI and its third-party complaint against Allard.

BRI's Action Predates CSCI's Cross-Claims by about Three and a Half Months

 CSCI suggests that BRI's Massachusetts Action predates CSCI's cross-claims by mere days. BRI's Massachusetts Action was commenced on March 13, 2007. (Exhibit "A"). CSCI, however, did not file its cross-claims against BRI and its third-party complaint against Allard until June 28, 2007 (Exhibit "B"), three and a half months later. The Massachusetts Action is clearly the first pending action between these parties. The Massachusetts Action arises from a one-page proposal dated May 10, 2006, by which BRI agreed to perform certain work for CSCI. (Exhibit "C"). BRI alleges in its complaint that CSCI owes it \$2,274,264.75. (Exhibit "D"). Neither BRI nor CSCI maintains offices in New York. BRI's work at Mott Haven was completed nearly a year ago. The major witnesses to BRI's work are in Connecticut and Rhode Island. As the first filing plaintiff, BRI is entitled to have its choice of forum respected, particularly since neither CSCI nor BRI has offices in this state.

- 4. Moreover, CSCI's cross-claims are grafted onto ALF's action for payment for the alleged rental of timber crane mats. ALF's action appears to be fatally defective and may ultimately be quickly disposed of by summary judgment. ALF claims that it had a written contract with BRI. (Exhibit "E"). The copy of the alleged "agreement" is attached to ALF's complaint, however, is not signed by BRI. In contrast, BRI's agreement with third-party defendant Bay Crane, signed by BRI and Bay Crane, indicates that crane mats would be provided to BRI by Bay Crane. (Exhibit "F").
- The BRI-Bay Crane agreement is authenticated by the accompanying affidavit of Martin Cardon, general manager of BRI.
- 6. In addition, ALF's mechanic's lien claim appears to be without merit, since ALF may not have been entitled to file a notice of lien. Under the BRI-Bay Crane agreement, BRI, not Bay Crane, furnished the operating crews for the cranes provided by Bay Crane. Bay Crane was thus, at most, an equipment supplier, the equivalent in New York to a "materialman." N.Y. Lien Law § 2, subd. 12. ALF, which did not supply any crane mats to BRI, but which may have supplied them to Bay Crane, would thus be a "remote materialman", and, if so, not entitled to file a notice of mechanic's lien. N.Y. Lien Law §§ 2, subd. 12, 3.

Case 1:07-cv-03148-LAK Document 58 Filed 10/11/2007 Page 3 of 55

Thus, CSCI seeks to litigate claims, more properly raised as counterclaims in BRI's 7.

Massachusetts Action, as an appendage to what could turn out to be a wholly meritless and short-

lived action by ALF. Particularly, under these circumstances, this Court should have no

hesitation in dismissing CSCI's cross-claims and third-party claim in deference to the prior

Massachusetts Action, or transferring them to the District Court in Massachusetts.

Moreover, defendant Terra Dinamica's claims, as reflected in its notice of 8.

mechanic's lien, is solely against the general contractor D'Onofrio. (Ex. "G"). Terra Dinamica

makes no claim that it provided any service to CSCI or BRI. Terra's claim is clearly unrelated,

in any direct way to BRI and CSCI, and their controversy.

There is No New York Nexus to CSCI's Cross-claims Against BRI and Allard

> As shown by CSCI's own records on this motion (Ex. D to the affidavit of Leon 9.

Grant) the so-called fraudulent documents executed by Allard for BRI were either executed in

Connecticut or in Massachusetts. (Exhibit "H"). None were executed in New York. As

established by its own records, CSCI is a Connecticut corporation with its offices in Thomaston,

As shown by BRI and Allard's accompanying memorandum of law, the Connecticut.

jurisdiction of this Court should not be invoked since both the alleged tort and its alleged effect

took place outside of this State.

By reason of the foregoing, CSCI's cross-claims against BRI, and its third-party

complaint against Allard should be dismissed, or transferred to the District Court in

Massachusetts.

Dated: New York, New York

September 1, 2007

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	
ALF RENTAL COMPANY, INC.,	Desired No. 07 CW 2149 (LAV)
Plaintiff,	Docket No.: 07 CV 3148 (LAK)
-against-	<u>AFFIDAVIT</u>
BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL CONTRACTORS CORP., CONSOLIDATED EDISON OF NEW YORK, INC., TERRA DINAMICA, LLC, CORESLAB STRUCTURES, and NICOLSON CONSTRUCTION CO.,	
Defendants.	
BUILDERS RESOURCE, INC.,	
Third-Party Plaintiff,	
-against-	
BAY CRANE SERVICE INC.,	
Third-Party Defendant.	
STATE OF RHODE ISLAND)) SS.: COUNTY OF PROVIDENCE)	
MARTIN CARDON, being duly sworn, deposes and	I says:
I am the General Manager of defendant Builde	rs Resource, Inc. ("BRI"). Plaintiff

- 1. I am the General Manager of defendant Builders Resource, Inc. ("BRI"). Plaintiff ALF did not have an agreement with BRI to supply timber crane mats to BRI for the Mott Haven project. The alleged copy of ALF's contract attached to its complaint was never signed by BRI. (Exhibit "E").
- 2. Attached hereto as Exhibit "F" is BRI's agreement with third-party defendant Bay Crane Service, Inc. ("Bay Crane"). Under that agreement, signed by both Bay Crane and

BRI, Bay Crane was to furnish and transport the timber crane mats to the job site, in addition to providing cranes. The mat rental rates stated in the agreement are for each day's rent of mats varying in size from 4 feet wide to 24 feet to 30 feet long. Bay Crane supplied the timber crane mats to BRI; ALF did not.

Sworn to before me this /Othday of September, 2007

Exhibit "A"

United States District Court District of Massachusetts (Worcester) CIVIL DOCKET FOR CASE #: 4:07-cy-40057-FDS

Builders Resource, Inc. v. Coreslab Structures Conn. Inc.

Assigned to: Judge F. Dennis Saylor, IV

Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 03/13/2007 Jury Demand: None

Nature of Suit: 190 Contract: Other

Jurisdiction: Diversity

Plaintiff

Builders Resource, Inc.

represented by Robert N. Meltzer

Attorney at Law P.O. Box 1459

Framingham, MA 01701

508-872-7116 Fax: 508-647-0332

Email: robmeltzer@aol.com

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

V.

Defendant

Coreslab Structures Conn., Inc.

represented by Edward J. Frisch

Lindabury, McCormick, Estabrook & Cooper 53 Cardinal Drive P.O. Box 2369 Westfield, NJ 07091-2369 908-233-6800 LEAD ATTORNEY ATTORNEY TO BE NOTICED

Craig F. Anderson

Quinlan & Sadowski, PC 11 Vanderbilt Avenue

Suite 250

Norwood, MA 02062

781-440-9909

Fax: 781-440-9979

Email: canderson@qsatlaw.com ATTORNEY TO BE NOTICED

David T. Keenan

Quinlan & Sadowski, P.C. 11 Vanderbilt Aveneu Suite 250

Norwood, MA 02062-5056 781-440-9909

Fax: 781-440-9979

Email: dkeenan@qsatlaw.com ATTORNEY TO BE NOTICED

Date Filed	# #	Dealest Tank
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Exhibit "B"

Filed 10/11/2007

Stephanie

From:

NYSD_ECF_Pool@nysd.uscourts.gov

Sent:

Thursday, June 28, 2007 8:48 PM

To:

deadmail@nysd.uscourts.gov

Subject: Activity in Case 1:07-cv-03148-KMK ALF Rental Company, Inc. v. Builders Resource, Inc. et al

Answer to Complaint

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended. ***NOTE TO PUBLIC ACCESS USERS*** You may view the filed documents once without

charge. To avoid later charges, download a copy of each document during this first viewing.

U.S. District Court

United States District Court for the Southern District of New York

Notice of Electronic Filing

The following transaction was entered by Yaffe, Scott on 6/28/2007 at 8:47 PM EDT and filed on 6/28/2007

Case Name:

ALF Rental Company, Inc. v. Builders Resource, Inc. et al

Case Number:

1:07-cv-3148

Filer:

Coreslab Structures

Document Number: 20

Docket Text:

ANSWER to Complaint with JURY DEMAND., THIRD PARTY COMPLAINT against Steve Allard., CROSSCLAIM against all defendants., COUNTERCLAIM against all plaintiffs. Document filed by Coreslab Structures.(Yaffe, Scott)

1:07-cv-3148 Notice has been electronically mailed to:

Richard Lewis Herzfeld rherzfeld@aol.com

Scott A Levinson levinsons@coned.com

Stephen H. Marcus Stephen_Marcus@lambertweiss.com

Stephen H. Marcus stephen marcus@lambertweiss.com

Scott Mark Yaffe smyaffe@comcast.net

1:07-cv-3148 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description: Main Document

Exhibit "C"



P.O. Box 279, Thornasion, CT 08787-0279 1023 Waterbury Road, Thomssion, CT 06787-2026 Ph. (860) 283-8281 Fex (860) 263-0165

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P.O. Box 279, Thomselon, CT 06787-0279 1923 Waterbury Road, Thomeston, CT 69787-2028 (880) 283-8281

Attn: Sleve Allam **Builders Resource** Inc 101 Nasonville Rd Harrieville, RI 02630

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Th & F Included | 100 \$1 465,099.00

Please have an Authorized Company representative sign and return for billing Please expedite. Change-Order work can not be performed until written consent is received.

REFEED CONTRACY ACREEMENT

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\$ 3,478,000,00

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IN WITNESS WHEREOF the said parties have caused this agreement to be associated as of the day and year signed below

O'ONCIFRIO GENERAL CONTRACTORS CONTRACTOR

CORESLAS STRUCTURES (CONN) INC SUBCONTRACTOR

DATE

10/11/05

03/12/2007 04:13

509-876-2001

BRI PROJECT MANAGENT

PAGE 02/83

5:03 PM 03/12/07

Builders Resource, Inc. Open Invoices As of March 12, 2007

Date	Num	Due Date	Aging	Open Balance
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letainage				
4/25/2006	retainage	4/25/2006	321	35,617.0
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6/15/2006	retainage	6/15/2006	270	95,181.6
7/16/2006	retainage	7/18/2008	239	64,843.0
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		6/15/2006	209	8,563,6
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03/12/2007 04:13 508-876-2001 BRI PROJECT MANAGEMT PAGE 03/03 والمعالمة Builders Resource, Inc. Finance Charge 770 Douglas Tumpike Harrisville, RI 02830-1609 Date Invoice # 3/12/2007 PC 16 Bill To Coresiab, Inc. 1023 Waterbury Road Thomaston, CT 06787 Terms Description Am Finance Charges on Overdue Balance 171,223,49 Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006 Invoice #MH-11-CO-7 for 97,509.00 on 08/15/2006 Invoice #MH-13-CO-09 for 8,659.70 on 08/15/2006 Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006 Invoice #MR-15-00-11 for 8,563.65 on 08/15/2006 Invaice #MH-16-CO-12 for 5,810,46 on 08/15/2006 Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006 lavolco #MSi-18-CO-14 for 11,434.65 on 08/15/2006 invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006 Invoice #MH-23-CO-18 for 4,313.68 on 09/15/2006 Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006 Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006 Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006 Invoice #MH-12-CG-08 for 175,969.50 on 06/15/2006 Invoice #MIT-22-CO-17 for 205,869.85 on 08/15/2006 Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006 invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006 Invaice #MH-21 for 127,026.88 on 09/15/2006 Invaice #MEI-28 for 28,721.25 on 10/10/2006 Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006 Invoice #MH-30-CO-24 for \$1,906.36 on 10/15/2006 Total \$171,223,49 Payments/Credits Balance Due

Exhibit "D"

INO, Box 1459 Framingham, MA 61701 508.872.7116 robmettzer@sol.com

FOR THE DISTRICT	OF MASSAUGREPHINES 405038 L DIVISIONAMOUNT \$ 350.00 SUMMONS ISSUED V LOCAL RULE 4.1
BUILDERS RESOURCE, INC. Plaintiff	MOCF ISSUED BY DPTY, CLK
v. CORESLAB STRUCTURES CONN, INC.	07-40057FQ.5
Defendant) }

VERIFIED COMPLAINT BASED UPON DIVERSITY OF CITIZENSHIP

This is an action brought by Builders Resource, Inc., a citizen of Massachusetts, against Coreslab Structures (Conn), Inc., for funds due and owing under a construction contract.

- Plaintiff, Builder Resource, Inc. ("the Plaintiff") is a business entity with a place of business at 180 Main Street in Blackstone, Worcester County, in the Commonwealth of Massachusetts.
- Defendant, Coreslab Structures (Conn), Inc. ("the Defendant") is a business entity with a
 place of business at 1023 Waterbury Road, Thomaston, in the state of Connecticut
- 3. There is complete diversity between the parties, and damages exceed the statutory minimum.
- 4. This suit is brought in the venue of the residence of the Plaintiff.
- 5. Personal jurisdiction is had over the Defendant, as the Defendant conducts in construction business nationally, and presently is engaged in construction of the same type and nature within the Commonwealth of Massachusetts, including a project at Children's Hospital in Boston, in the Commonwealth of Massachusetts.



P.O. Box 1459 Framingham, MA 01701 508.B72.7116 mbnæltzerösni erm

- 6. This forum is as convenient as any other, as no particular forum contains all parties, documents or witnesses in this case.
- 7. The Plaintiff and the Defendant entered into a contract on May 10, 2006, for certain construction work at the Mott Haven Substation in the Bronx, in the state of New York. ("the Project").
- 8. The Plaintiff performed its work for the Defendant in the form of contract work, as well as extras to the contract. The total contract price, including all additions to the contract, total \$4,943,099.
- 9. Notwithstanding the Plaintiff's performance, the Defendant has not paid the Plaintiff for the Plaintiff's work.
- 10. The Plaintiff is owed \$2,274,264.75.

COUNT I

BREACH OF CONTRACT

- 11. The Plaintiff restates paragraphs 1-10 and incorporates them herein by reference.
- 12. The Defendant's failure to pay the Plaintiff constitutes a breach of the contract between the Plaintiff and the Defendant.
- 13. As a result of the Defendant's breach, the Plaintiff has sustained the loss of its expectancy under the contract, and has sustained incidental and consequential damages foreseeable at the time of formation of the contract.

COUNT II

ACCOUNT STATED

14. The Plaintiff restates paragraphs 1-13 and incorporates them herein by reference.



Robert N. Meltzer Attorney At Low

P.O. Box 1459 Freemogham, MA 01701 508.872.7116 cobmolitzer@sol.com

- 15. The Defendant received the invoice of account stated herein without objection and otherwise promised to pay all obligations.
- 16. The Defendant has not paid The Plaintiff on its account.
- 17. The Defendant owes the Plaintiff on account stated.

WHEREFORE, The Plaintiff respectfully prays that this Honorable Court:

- 1. Enter judgment for the Plaintiff and against the Defendant on all counts;
- 2. That this court award the Plaintiff its expectancy damages pursuant to Count I together with interest;
- 3. That this court award the Plaintiff damages in its itemized account stated invoice in Count II together with any interest; and
- 4. Any further relief deemed just and appropriate by this Honorable Court.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

Respectfully Submitted,

The Plaintiff

By its attorney

The Mountain States Law Group Robert N. Meltzer, BBO #564745

PO Box 1459

Framingham, MA 01701 Phone: (508) 872-7116

Dated: March 6, 2007



MAR-06-2007 12:52

Robort N. Meltzer

P. 89/89

Stever M. Allord

P.O. Box 1436 Framingham, MA 01701 506,872,7116 robmeltzerthest.com

Attorney At Law

VERIFICATION

I do hereby certify that I have reviewed the attached document, and that the facts contained herein stating the funds owed and the facts alleged are true to the best of my knowledge and belief, and represent a true and accurate accounting of the funds due and owing to Builder Resource, Inc.

Signed under the pains and penalties of perjury this 6th day of March, 2007



Δ



P.O. Box 279, Thornseton, CT 06787-0279 1023 Witterbury Road, Thornseton, CT 06787-2026 Ph. (860) 283-9281 Fax (860) 283-0165

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P.O. Sox 279, Thomselon, CT 06767-0273 1923 Waterbury Road, Thomselon, CT 06767-2028 (880) 263-6281

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Subjected \$1,465,099 46

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Please have an Authorized Company representative sign and return for billing Please expedits. Change-Order work can not be performed until written consent is received.

REYNED CONTRACT ACREEMENT

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The Subcontext Sum will be information by this change are:

\$ 3,478,000.00

\$1,465,699,08

The New Subcontract Sum including this Change Order will be

5 4,343,099.00

The work and series of payment covered by this order ansar be performed under the same. Forms and Conditions as that included in the Original Connect

IN WITNESS WHEREOF the said parties have caused this agreement to be executed at of the day and year signed below

O'ONOFRIO GENERAL CONTRACTORS

CONTRACTOR

CORESLAB STRUCTURES (CONN) INC. SUBCONTRACTOR

DATE

13/11/05

03/12/2007 04:13

588-876-2001

BRI PROJECT MANAGENT

PAGE 82/83

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Builders Resource, Inc. Open Invoices As of March 12, 2007

Туре	Date	Num	Due Date	Aging	Open Balance
oresisb					
Molt Haven Cont	ract				
Mott Haven Re	tainage	•			
Invoice	4/25/2006	retainage	4/25/2008	321	35,617,04
Invoice	5/15/2009	retzinege	5/15/2006	301	29,141.22
Involus	6/15/2008	retainage	6/15/2006	270	95,181.67
imoice	7/16/2006	relainage	7/16/2006	239	64,643.09
Invoice	8/15/2006	retninage	B/15/2006	208	105,731,44
Invoice '	9/15/2006	retainage	9/15/2005	178	14,114,10
Invoice	10/10/2006	setainage	10/10/2006	153	3,191.28
Total Mott Have	in Rublinge				347,800.01
Mott Haven Ex					·
Invoice	3/9/2007	\$64-X46	3/8/2007	4	37,425,04
Invoice	3/9/2007	NHLX47	3/9/2007	3	13,390,18
Total Mott Have	in Extres		-		50,815.22
Mott Haven Co	intract - Other				,
Invoice	4/15/2006	MH-08-CO	8/15/2006	209	97,496,33
invoice .	6/15/2006	MH-11-CO-7	8/15/2008	209	97,500.00
(nvolce	4/15/2006	MH-13-CD	8/15/2006	209	8,859,70
Invoice	8/15/2006	MH-14-CD	8/15/2008	209	6,543.75
irwoka	B/15/2008	MFF-15-CO-,	6/15/2006	209	8,563.69
Invoice	8/15/2006	MH-18-CO	8/15/2008	209	5,810.48
Involce	8/15/2005	MH-17-CO	8/15/2006	209	40,050.97
Involce	8/15/2008	MH-18-CO	8/15/2006	209	11,434.68
medice	8/15/2006	MH-20-CO	6/16/2006	209	19,439.63
lavoice	M15/2008	M1-23-CO	8/15/2008	209	4,313.68
Invoice	8/15/2006	MH-24-CO	8/15/2006	209	5,544.72
Invoice	8/15/2006	MF1-26-CO	8/15/2008	209	31,962,73
invoice	6/15/2005	MH-10-CO	8/15/2006	209	110,030.90
invoice Invoice	8/15/2006	MH-12-CO	6/15/2006	209	175,989.50
mvoice Invoice	8/15/2006 8/15/2006	M+22-CO	8/15/2006	. 209	205,869.63
Invoice	9/15/2006 9/15/2006	MH-25-CO	8/15/2006	209	437,500.0d
Impice	9/15/2008	MH-27-CO 664-21	8/15/2006	209	225,000.00
invoice Invoice	10/10/2008	WP1-21 MH-28	9/15/2008	178	127,026.55
invoice	10/15/2006	MH-28-CO	10/10/2008	153	28,721.25
invoice	10/15/2006	MH-29-CO	10/15/2005	148	5,071.00
invoice	3/12/2007	FC 18	10/15/2006 3/12/2007	148	51,908.30
	Contract - Other		# (###U)	-	171,223.49
,		•		-	1,875,649.52
Total Mott Haven Co	ontract '			_	2,274,264.75
ui Coresiab					2,274,264,75

03/12/2007 04:13 508-876-2001 BRI PROJECT MANAGEMT PAGE 03/03 والمعالم إداء E. 19. Builders Resource, Inc. Finance Charge 770 Douglas Turupike Dude Harrisville, RI 02830-1609 Invoice # 3/12/2007 PC 16 Bili To Corestab, Inc. 1023 Waterbury Road Thomaston, CT 06787 Terms Description Am Finance Charges on Overdue Balance 171,223.49 Invoice #MES-08-CO-04 for 97,496.33 on 08/15/2006 Invoice #MEI-11-CO-7 for 97,500.00 on 08/15/2006 Invaion #MH-13-CO-09 for 8,659.70 on 08/15/2006 Invoice #MR-14-CO-10 for 6,543.75 on 08/15/2006 Invoice #MH-15-CO-11 for 8,563.65 on 08/15/2006 Envoice #MH-16-CO-12 for 5,810.46 on 08/15/2006 Invoice #MEI-17-CO-13 for 40,060.97 on 08/15/2006 lavoice #NET-18-CO-14 for £1,434,65 on 08/15/2006 Invoice #MH-20-CO-16 for 19,439.65 on 02/15/2006 Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006 lavoice #ME-24-CO-19 for 5,544.72 on 08/15/2006 lavoice #MH-26-CO-21 for 31,962.73 on 68/15/2006 Invoice #MH-10-CO-06 for 110,030.90 on 02/15/2006 Invoice #MH-12-CO-08 for 175,969.50 on 08/L5/2006 Invoice #MIT-22-CO-17 for 205,869,85 on 08/15/2006 Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006 Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006 Invaice #MEI-21 for 127,026.88 on 09/15/2006 Invaice #MH-28 for 28,721,25 on 10/10/2006 Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006 Javoice #MH-30-CO-24 for 51,906.36 on 10/15/2006 . . **Total** May \$171,223,49 Payments/Credits Bit: \$0.00 Balance Due

Exhibit "E"

. ALF REMITAL COMPANY INC.

122 W. Sheffleld Averne Englewood, New Jersey 97631 (201) 871-8889 , Fax (201) 871-8888

EQUIPMENT RENTAL AGREEMENT

HUILDERS RESOURCE INC. 101 Nasomville Road Nasouville, RI 02830

Tel.#401-762-0262 Pex#401-762-0312

Attention: Steve Allard (Calif401-623-6135)

WE PROPOSE to cost you the following equipment subject to terms and conditions bereinstler stated: Seventy Highst (76) Hardwood Crune Mark: (39) 24"x4"x1", (20) 26"x4"x1" & (3) 30"x4"x1".

If respict applicant is not required or returned in a desenged condition, you are responsible for the amount of \$1.300 per 24" Mar. \$1.450 per 26" Mar. & \$1.790 per 39" Mar.

RENTAL is to be at the rate of \$6.00 per 24' Mat/Day, \$7.50 per 26' Mat/Day & 59.00 per 30' Mat/Day from the date of delivery contil equipment is retained to us. Restal rate based on (7) day work week with a minimum of a (3) day restal.

TERMS: NET 30 DAYS FOB OUR YARD.

DELIVERY of equipment is to be made to you on: Remtal on all Mast began on May 1, 2006 (Mast held for this job), for one at

ALL TRANSPORTATION CHARGES from point of delivery to destination and return charges to point of delivery are to be paid by you. Leading Charge of \$150 per trailer and an Unloading Charge of \$150 per trailer in our yard.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear incident to normal use. An \$80 per Unit cleaning and/or maintenance charge will be incurred if the from is returned to us with debris (dirt, garbage, steel, etc.). If wood dimmage (spacers) are not returned, a charge of \$6.00 per sait will be incurred.

WE ASSUMB NO LIABILITY for loss or damage on account of accidents, delays this to defective material or delays in the delivery or removal of equipment.

YOU REPRESENT THAT YOU ARE FULLY RESPONSIBLE with proper methods for installation, use and maintenance of the equipment. You are solely responsible for its installation, use and maintenance and agree to do so in a proper and safe manner. AND SHALL INDEMNIFY US AND HOLD US HARMLESS against all loages, claims, suits, damages, exposes and/or penalties, including attorney's fees, arising out of any matter concerning the equipment occurring during the rental period or while the equipment is otherwise in your possession, including but not limited to claims of personal injury or property damage

YOU SHALL SECURE general Hability insurance policy, naming us as a comsured, to affind protection with limits, for each occurrence, of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury and death, and Five Hundred Thousand Dollars (\$500,000,00) with respect to property damage.

WE RESERVE THE RICHT, if rental is in default under the terms of this agreement, or if in our opinion equipment is being damaged in excess of ordinary wear and tear, to take possession of our property at once.

ENTIRE AGREEMENT. This agreement sets forth the entire agreement and understanding between the parties on the subject ACTUARY ACRESSMENT. This agreement sets form one came agreement and makessening perween the parties on the same anatter thereof, and merges all prior discussions and negotiarious between them. Neither of the parties shall be bound by any conditions, definitions, representatives or warranties with respect to the subject matter of this agreement other than as expressly provided herein or as daily set forth on or subsequent to the date hereof in a writing signed by a daily authorized representative of the

ATTORNEYS FRES. In the event of a breach of this agreement, the injured party shall be crititled to recover reasonable attorneys' fees and costs of collection,

NOTICE: - If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in

NOTE: Please sign copy of this contract & return to, ALF RENTAL COMPANY, INC.

VICE PRESIDENT

ACCEPTANCE

Accepted this, on the 1". day of May, 2006.

Accepted by (Builders Resource Inc.):

Signature Print Name

TRIP

Exhibit "F"



"New York's Lander in orano rantal and specialized transportation episitions"

11-02 43" Avenue Long Island City, NY 11101 TEL: 718 - 392-0800 FAX: 718 - 349-8881

May 9, 2008

Builders Resource Inc. 181 Nascaville Road Nascaville, Fit 02830 Attention: Mr. Stove Allerd

RE: Agreement for Crane Rental

As per your request for equipment; please review the following terms and make sure that the BRI is in full agreement.

Liebberr LR 1460/2 \$70,000 menth + fuel + tax bare sental (175 Hours, all else Pro Rata) \$50,000 Trucking Cost Each Way \$125 Straight Time; \$225 Overtime hour Mechanic(s) to aid in machine assembly Rental period begins 5/01/05.

Liebberr LTM 1400 (tental Plates \$8,500 day + fuel + tax bare rental (6 Hours, all alse Pro Rata) \$25,000 week + fuel + tax bare rental (40 Hours, all alse Pro Rata)

Technic TR 469 XL-4 Rential Rates \$850 day + fuel + tex bare rental (8 Hours, all alse Pro Rate) \$3,400 week+ fuel + tex bare rental (40 Hours, ell else Pro Rate)

Grove GNK 4199 Rectal Rates \$1,210 day + fuel + tax bare rental (5 Hours, all else Pro Rata) \$4,840 week + fuel + tax bare rental (40 Hours, all else Pro Rata)

All operating engineers poid by SRI directly in accordance with Local 14/15 union contracts

Tructing of Crane lites and Rent and any additional crase tracking
As per Bay Crane rates of \$1,100 Straight Time M-F, \$ 185 Overtime, \$210 premium time per tractor utilized. NO charge for additional trailers

to have multiple rates.

24'=\$6,00 26'=\$7.50 30'=\$9.00

\$950 per day Straight Time 7AM-3:30PM; \$145 per Overtime hour; \$170 per premium time hour

7 MATS

All permits, fuel, insurances, and engineering cost paid directly by BRI All Bay Crane standard terms and conditions and standard rents agreement apply

Provincial Strate
Mobilization of Crane Paid in Advance
Equipment Rental Invoices to be paid in full within 30 days of invoice Date

1% per month finance charge on any unpeld amounts past due, if matter is referred to collection an additional 20% will be added for attorney's fees.

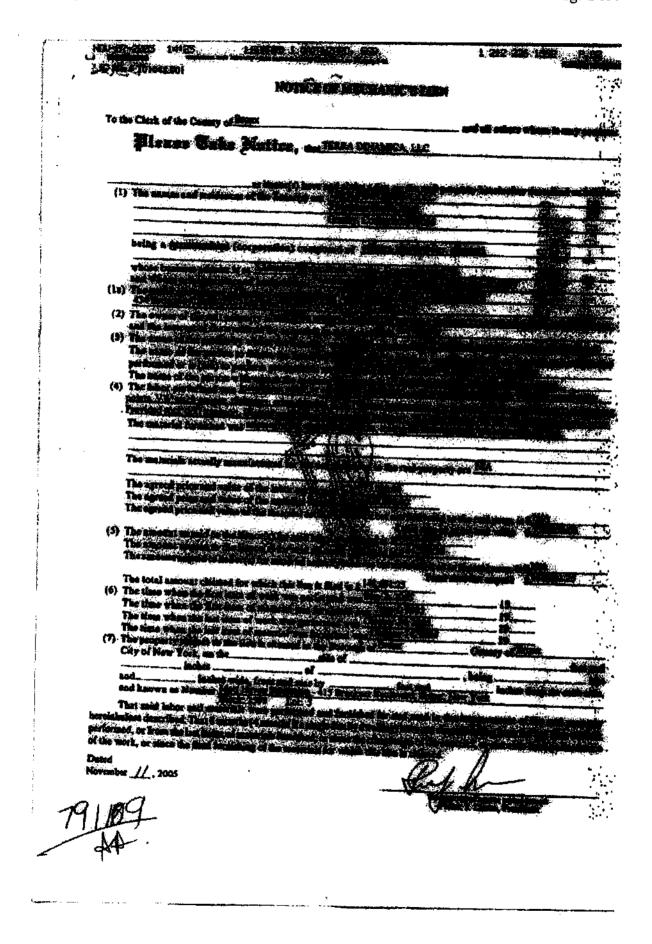
Any disputes will be documented on site and signed jointly by each party, and any notification of dispute shell be given in writing within 5 days of receipt of tryolog. Any disputes after will be considered null and void.

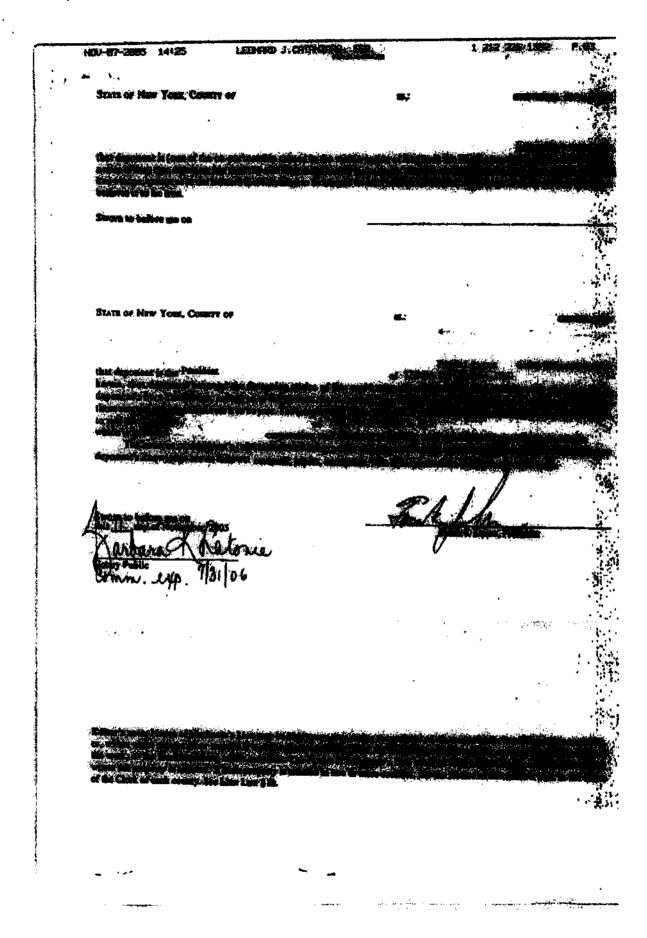
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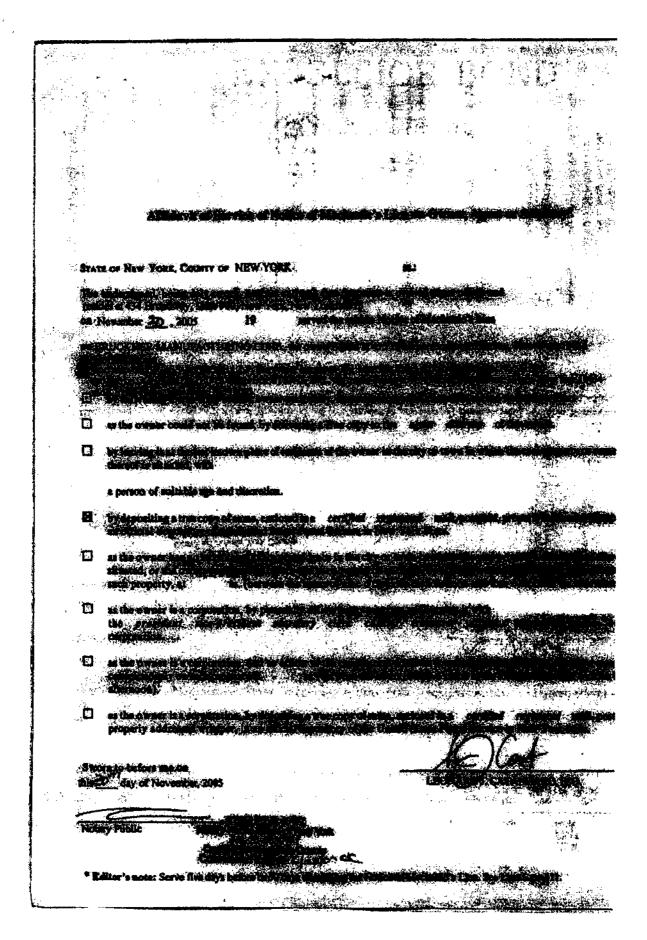
Actual Invoice Amount Dependent Upon Actual Hours Worked and unit prices that apply All Bay Crane standard terms and conditions apply Most Crane Specifications are Available atwww.baycrane.com

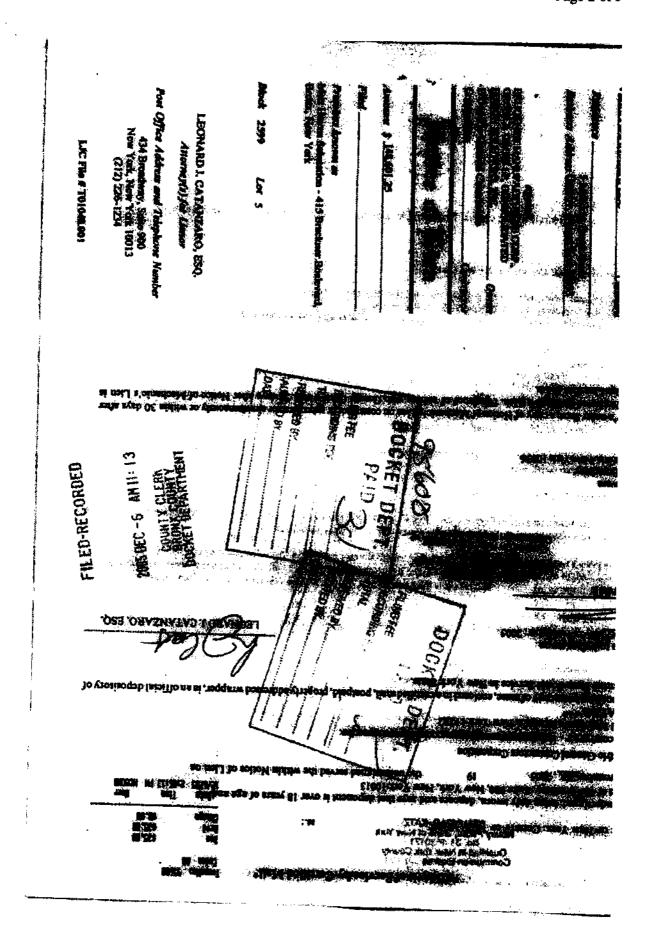
STANDARD RENTAL AGREEMENT 11-02 43rd Avenue BRI - Builders Resource Inc. 101 Nason/Rental 102 Hard Resource Inc. 103 101 Nason/Rental 104 Hard Resource Inc. 105 101 Nason/Rental 105 101 Nason/Rental 105 101 Nason/Rental 105 102 Hard Rental 105 103 Instance Inc. 106 PROPOSE TO RENT YOUTHE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: 1 RISK PRYSICAL TAMAGE insurance coverage is to be provided by you in the emount of \$4,000,000,000 for creme and boom occurred in the hard of the horder of delivery until equipment is unused to us, national into based on an 8 hr. day, 5 day week, with all work in excess of the to be charged on a pro-rate basis. 107 PRINTAL is to be at the rate of 15 AS AGREED per DAY DAY WAY 1, 2006 108 PRIVAL IN CHARGES from this point of delivery to destination and ratum charges to point of delivery, are to be paid by you. 109 PRIVAL IN CHARGES from this point of delivery to destination and ratum charges to point of delivery, are to be paid by you. 100 PRIVAL IN CHARGES from this point of delivery to destination and ratum charges to point of delivery, are to be paid by you. 101 PRIVAL TO ASSUME full responsibility for explanant during rental prival pr		(718) 392-0800
BRI - Builders Resource inc- Long island City, N.Y. 11101 Total Nasonville Road **Basefirths, RI 00339 E PROPOSETO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: Likisk PHYSICAL DAMAGE insurance coverage is to be provided by you in the emount of **\$4,000,000,000 for orene and boom as coverage must include overload and boom coverage. Certificate of insurance naming leasor as loss payes all be furnished. Liabhert LR 1400 Crawler Crane Barla No. Other Total Renework of the coverage of the covera	STANDARD RENTAL AGREEI	WENT
BR: Builders Resourse Inc. 101 Nanorrible Road Exercise IR 02850 E PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: FOR PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: I RISK PHYSICAL DAMAGE insurance coverage is to be provided by your in the emount of \$4,000,000.00 for crane and boom as coverage must include overload and boom coverage. Certificate of insurance naming leasor as loss payee as coverage must include overload and boom coverage. Certificate of insurance naming leasor as loss payee Bertal No. of Machine 74264 ENTAL is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is coveraged on a pro-rate beals. FIRMS: NET 30 DAYS ELIVERY of equipment is to be made to you Monday - MAY 1, 2006 Southern Bind & Bundar - Broox Mother Broox Monday - Broox		11-02 43rd Avenue
101 Nescrytile Road Base/file, NE 102839 EPROPOSE TO RENT YOUTHE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: FRISK PHYSICAL DAMAGE tearrance coverage is to be provided by you in the amount of \$4,000,000.00 for crane and boom is coverage must include overload and boom coverage. Certificate of insurance naming leasor as loss payee Bertal No. of Machine 74264 ERIFACI, is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is burned to us, rantel rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. ERIFACI, is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is turned to us, rantel rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. ERIFACI, is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is turned to us, rantel rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. ERIFACI STATES OLD AYS ELIVERY of equipment is to be made to you Monday - MAY 1, 2006 Southern Bind & Bundane - Brook (Mott Haven S 5) LI TRANSPORTATION CHARGES from this point of delivery to destination and rature charges to point of delivery, we to be paid by you. LI TRANSPORTATION CHARGES from this point of delivery to destination and rature charges to point of delivery, we to be paid by you. LI TRANSPORTATION CHARGES from this point of delivery to destination or return it to us in good condition as received least west delivers to be paid to provide the point of the state of the point of the state of the point of the state of the point of the p	NAL Builden Backgrap IRC.	Long Island City, N.Y. 11101
ERROPOSETO RENT YOUTHE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED: RISK PHYSICAL DAMAGE insurance coverage in to be provided by you in the amount of \$4,000,000.00 for crane and boom is coverage must include overlead and boom coverage. Cartiflosts of insurance naming leaser as loss payee all be harsisted. Lieb/hert LR 1400 crawfer Crane Seatel No. of Machine 74/264 Intelligence of the harsisted of the control of the coverage of t		
LRISK PHYSICAL DAMAGE insurance coverage is to be provided by you in the amount of \$4,000,000.00 for crarse and boom is coverage must include overload and boom coverage. Cartificate of insurance naming leasor as loss payee all be furnished. Leichert LR (1400 Grave/er Crarse and boom for the provided control of the contr	Nearth Rt 02830	
LRISK PHYSICAL DAMAGE insurance coverage is to be provided by you in the amount of \$4,000,000.00 for crarse and boom is coverage must include overload and boom coverage. Cartificate of insurance naming leasor as loss payee all be furnished. Leichert LR (1400 Grave/er Crarse and boom for the provided control of the contr	PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND	CONDITIONS HEREINAFTER STATED:
is coverage must include overload and boom coverage. Cartificate of insurance naming leaser as beat payes all be furnished. Inchient Lie 1400 — Grewier Craine Sedial No. of Machine 74264 Entrained to us, rantal rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. ERMS: NET 30 DAYS ELIVERY of equipment is to be made to you Monday - MAY 1, 2006 Southern Blidd & Bluchner - Brock (Mott News 8.5) LI TRANSPORTATION CHARGES from this point of delivery to destination and return charges to point of delivery, are to be paid by you. DU ARE TO ASSUME full responsibility for equipment during rentel parkot, and are to return it to us in as good condition as received lease west puddent to normal use in the bends of a competent boses and pre-rate parkot, and are to return it to us in as good condition as received lease west received and the manuser bends of a competent boses and/or rental term. DU ARE TO ASSUME full responsibility for equipment during rentel parkot, and are to return it to us in as good condition as received lease west received in the manuser bends of a competent boses and/or rental term. DU ARE TO ASSUME full responsibility for experiment of account of socidents, delays due to detective material or to motor or engine troublee, or delays in the assume no liability for loss or dismage on account of accidents, delays due to detective material or to motor or engine troublee, or delays in the assume not benday for removal of equipment. YOU agree to defend and indemnify us against all loss, change, expense and penalty arising from any socion of personal injury or delange to property occasioned by the operation, handling or transportation of this equipment during the rentel period, whether cousand directly or individually by the lays and individually and liability and individually promited and property delays, loss, demage, expense or penalty, including accoracy's less and to assume the entire responsibility and liability and any and account of persona		· · · · · · · · · · · · · · · · · · ·
all be furnished. Liebhert LR 1400 Crawler Crane Barlal No. of Machine INTAL is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is used to us, restal rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. INTAL Is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is used to us, restal rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rate basis. INTAL IS DAYS LIVERY of equipment to to be made to you Monday - MAY 1, 2006 LIVERY of equipment to to be made to you Monday - MAY 1, 2006 LIVERY Of equipment to the made to you Monday - MAY 1, 2006 LIVERY Of equipment to the point of delivery to desination and ratum charges to point of delivery, are to be paid by you. LIVERY OF ASSUME this responsibility for equipment during rarise period, and are to return it to us in as good condition as received less west public to normal use in the bands of a competent becames dependent or normal use in the bands of a competent became dependent or under a flow of less or rental term. LIVERY OF ASSUME this responsibility for equipment during rarise period, and are to return it to us in as good condition as received less west public to the adversers for the entire lesses and/or rental term. E assume no liability for loss or damage on account of accidents, delays due to descrive material or to motor or engine troubles, or delays in the always or removed of equipment. You agree to defend and indemnity us against all loss, damage, appears and penalty arising from any edition and lighty or dismage to property damage of any find, coasionate by the operation, harding the rental period darks of the season against any dain, loss, damage, appears or penalty, including adorney's less and to assume the entire responsibility and labelity ericing many action are society of the season of any darks and the season of the penalty of the season of the penalt	L RISK PHYSICAL DAMAGE metracks coverage a so be provided by futurance naming le	ARCE HE JOHE DOYGO
ENTAL is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is jurned to us, rental rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-mate basis. ERMS: NET 30 DAY8 ELIVERY of equipment is to be made to you Monday - MAY 1, 2006 Southern Blod & Buschner - Broxx (Most Heren 8 6) L TRANSPORTATION CHARGES from this point of delivery to destination and raturn charges to point of delivery, are to be paid by you. L TRANSPORTATION CHARGES from this point of delivery to destination and raturn charges to point of delivery, are to be paid by you. L TRANSPORTATION CHARGES from this point of delivery to destination and raturn charges to point of delivery, are to be paid by you. L TRANSPORTATION CHARGES from this point of delivery to destination and raturn charges to point of delivery, are to be paid by you used done to normal use in the bendue of a competent bosesed operator. In the event that the above equipment is demaged, but, or atchism, or in sny her manner becomes otherwise unusable white in your custody under a fixed lesses or rental term, you shall continue to be liable for the total read or the operation of the adjument. YOU agree to defend and indemnity us applied at local charge, expenses and penalty arising from any action or service injury or desings to properly occessioned by the operation, harding or transportation of the acquipment charge to properly occessioned by the operation, harding or transportation of the acquipment delivery or any action on account of personal injury or property desires of may thing, covacioned by the personal primary responsibility and labelity arising on any action on account of personal injury or property desires of may thing, covacioned by the personal primary responsibility and labelity arising on any action on account of personal injury or property desires of may thing covacioned by the personal or personal injury or property desires of may thing the personal personal personal persona	et ha turnished. I ishherr LR 1400 Crewter Crane	Serial No. of Machine
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Exhibit "G"









Amended Affidavit of Service of Notice of Machanic's Lieu on Owner, Agent or Attorney"

73,144	CORPORT (SERVICE)			BO KEL
STATE	OF NEW YORK, COUNTY OF NEW YORK		I. :	F1 27
The unreside	edersigned, being duly swore, deposes and at 434 Broadway, Suite 900, New York, 1	d says that deponent is ove New York 10013 served the within Notice	of Machanic's Lieu	
on BR	RUCKNER MANUFACTURING CORP., I	the owner herein at 415 Bru	ickner Boulevard, Bronx, I	iew Wark 1045 Co
The series	RESERVATION OF THE CONTROL OF THE CO	or herein at 371 Metrick Ro DNS, INC., the owner herein a personally. Depoment know	ond, Rockwille Centre, N.Y 1415 Bruckner Boulevard, Br 18 the person so served to	est. New York 10454 be the owner.
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	worn to before me on 2th day of December, 2005	<u>.D.L.</u>	LEONARDIA	TATOLARO, ESO.
N	OURTY PRODUCE NA S	EY B. KATZ State of New York 1-4630171 New York County	LOT-	المسترسم
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^{*} Editor's note: Serve five days before or 30 days after filing the Notice of Mechanic's Lien. See Lien Law §11.

• 1	Affidavit of Service by Certified Mail?	Frankles 1986) Codes (M	
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The undersigned, being duly sworn, deperture of the surface of 434 Broadway, Suite 900, New Yor December 2 , 2005	oses and says that deponent is over 18 years of age fark, New York 10013 the undersigned served the within Notice of	Themas	line Beer Designal on Finance
D'Onofrio General Contractors Corporation the contractor ensboommanoux accept at 202 28th Street, Brooklyn, New York 11 SEE ALSO *** by depositing a true copy of same, enclosed the United State Postal Service in New Y	Marxingolvepreservatives 1232		
Sworp to before me on this 25 day of December 2005 Notary Public STANLEY B. KATZ	S S S S S S S S S S S S S S S S S S S		CATANZARO ER
Notary Public, State of New York No. 31-4830171 Qualified in New York County Commission Expires 2 72 252 3 **A* Faberware 1515 Broadway New York New York 10036	5.K.L.	· · ·	

TERRA DINAMICA, ILC

Residence

S. Meadow Brook Road

Business Address Granby, Connectical 106035

Another General Councies

Connectical Connectors

Confined

Amount S. 143,601.25

Filed

Premises Income as
Matt Haven Substantion - 415 Brucking Boulerand,
Brook, New York

LEONARD J. CATANZARO, ESQ.

Altisarrey(s) for Lienor

^{*} Editor's note: Serve a copy of Notice of Mechanic's Lien on contractor or subcontractor simultaneously or within 30 days affiling Notice of Mechanic's Lien. File proof of pervice with County Clerk within 35 days after Notice of Mechanic's Lien filed. See Lien Low §11-b.

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service. as the owner has no list property on some part of agent or attorney, by article agent or attorney, by article as the owner is a corporate director minaging as the owner is a corporate state, by affixing a true of	CHOWN PHEN OF THE STREET		

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Exhibit "H"



TO ALL WHOM IT MAY CONCERN:
WHEREAS, Bulders Resource onc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work
consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project
, , ,
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 4 Checks in the amount of \$ 800,000 for Work performed
payment requisition dated 4 Checks in the amount of \$ 800,000 for Work performed on the Project during the period 04/01/06 to 06/30/06
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims,
demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coresland Structures (Conn.) Inc. for each on account of any

all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of ____ (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier

Total Amount Owing

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades



Contractor as of the date hereof including any guarantees or warranties.
I, Steve Allard being the CFO of Builders Resource Inc., being duly swom, acknowledge the foregoing on this 30th day of June, 2006 and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn. Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.
By: (Signature of Subcontractor, Supplier, or Materialman)
STATE OF CONNECTICUT)) ss: COUNTY OF Litchfield Subscribed and sworn to before me this 30th day of June, 2506 under the penalty of false statement.
Angela C. Kackowski Notary Public My commission expires 9/31/08 ANGELA C. KACKOWSKI NOTARY PUBLIC NY COMMISSION EXPIRES AUG. 31, 2008



TO ALL WHOM IT MAY CONCERN:
WHEREAS, Builders, Resource Onc. (the "Trades Contractor"), has entered a
Subcontract of other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform World
consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Moth furn located at brong Ny ("Project"); and
WHEREAS, the Trades Confractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 5/5/06 in the amount of \$ 582,825 for Work performed on the Project during the period 05/01/06 to 05/31/06.
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and
all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades

in consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Contractor's receipt of the payment for which this Release is given and (2) in the amount of

_ (total contract payment made through the date hereof including the enclosed

Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier

Total Amount Owing

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requisition).

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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NOTARY PUBLIC MY COMMISSION EXPIRES AUG. 31, 2008

Contractor as of the date hereof including any guarantees or warranties. being duly sworn, acknowledge the foregoing on this 20th day of June and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.) inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor. (Signature of Subcontractor, Supplier, or Materialman) STATE OF CONNECTICUT) COUNTY OF L Subscribed and sworn to before me this 301 kday of penalty of false statement. Notary Public My commission expires ANGELA C. KACKOWSKI

Document 58

(CONN) INC.

None

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:
WHEREAS, Builders, Resource Onc. (the "Trades Contractor"), has entered a
WHEREAS, Juliano, Newsylle Onc. (the "Trades Contractor"), has entered a
Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work
consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project
known as 1 1000 Femaled at Drown Ny ("Project"); and
Substation
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress
payment requisition dated (415) 00 in the amount of \$ 851 a 451 of feet Work soft-
on the Project during the period Ox 01 06 to 06 30 06
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby
acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims,
demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any
bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and
all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor
for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades
Contractor's receipt of the payment for which this Release is given and (2) in the amount of
5 1 429 391 (total contract assessment and all states and (2) in the amount of
(total contract payment made through the date hereof including the enclosed requisition).
In consideration of the payment cought basely, the Tanda Control of the payment cought basely cought basely, the Tanda Control of the payment cought basely, the tanda Control of the tanda Control of the payment cought basely cou
In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all
abor, material, services, equipment and/or machinery used or provided by or through the Trades
Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid
or in full, including taxes of every description, except for the following in the specific amounts set forth:
Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier Total Amount Owing

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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L. Steve Allard being the CFO of Dillars Resource Inc.

being only sworn, acknowledge the foregoing on this 30th day of True , 2006 and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)

Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

Contractor,

(Signature

(Signature of Subcontractor, Supplier, or Materialman)

STATE OF CONNECTICUT)

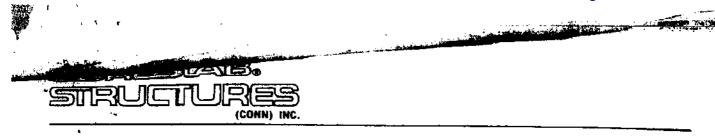
COUNTY OF LitchField) ss

Notary Public

My commission expires

3/31/08

ANGELA C. KACKOWSKI NOTARY PUBLIC NY COMMISSION EXPIRES AUG. 31, 2008



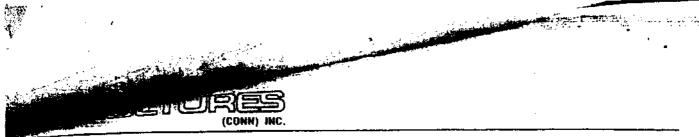
TO ALL WHOM IT MAY CONCERN:
WHEREAS, Bulders Resource, (the "Trades Contractor"), has entered a
Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work
consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project
known as Mott Haven located at Bronx Ny ("Project"); and
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress
payment requisition dated 7/14/06 in the amount of \$ 307,714 for Work performed
on the Project during the period to 78 oc.
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby
acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims.
demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any
bond related to the Project, the Owner and Coresiab Structures (Conn.) Inc. for and on account of and
all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor
for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades
Contractor's receipt of the payment for which this Release is given and (2) in the amount of
S 1746, 495 (total contract payment made through the date hereof including the enclosed requisition).
In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all
labor, material, services, equipment and/or machinery used or provided by or through the Trades
Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid
for in full, including taxes of every description, except for the following in the specific amounts set forth:
Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier Total Amount Owing

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

None

None

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades



Contractor as of the date hereof including any guarantees or warranties. Allard being the CFO being duly sworn, acknowledge the foregoing on this 14th day of and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor. (Signature of Subcontractor, Supplier, or Materialman) STATE OF CONNECTICUT) penalty of false statement. My commission expires

> ANGELA C. KACKOWSKI NOTARY PUBLIC MY COMMISSION EXPIRES AUG. 31, 2008



TO ALL WHOM IT MAY CONCERN:
WHEREAS, Build's Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Moth Haven located at Dronx, Ny ("Project"); and Con-Ed Substation
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7 31 00 in the amount of \$ 583 588 for Work performed on the Project during the period 11 00 to 7 30 06.
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$2.000, \$600. (total contract payment made through the date hereof including the enclosed requisition).
In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:
Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier Total Amount Owing
None.

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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Contractor as of the date hereof including any guarantees	or warranties.
I, Steve Allard being the CFO being duly sworn, acknowledge the foregoing on this 13	th day of July ,2006
and certify that this is a true and accurate statement intend	
Inc. to rely on the statements and certifications contained I binding upon the successor, assigns, heirs, administrators a	
Contractor.	alle presented and represent of the 114403
By:	
(Si	gnature of Subcontractor, Supplier, or
Ma	aterialman)
STATE OF CONNECTICUT)	
COUNTY OF Litchfield ss:	
Subscribed and sworn to before me this 13th day	of July ,2906 under the
penalty of false statement.	
Angela C. Kackowski	
No.	tary Public
Му	commission expires 83108
ANGELA C. KACKOWSKI NOTARY PUBLIC	·
MY COMMISSION EXPIRES AUG. 31, 2008	



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)
TO ALL WHOM IT MAY CONCERN:
,
WHEREAS, Buildars Resource Inc. (the "Trades Contractor"), has entered a
Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work
consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project
known as Mot Haven located at Dronx Ny ("Project"); and
WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress
payment requisition dated 7/31/01. in the amount of \$210,905 for Work performed
on the Project during the period July 1'06 to July 31 00.
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby
acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims
demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any
bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and
all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor
for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades
Contractor's receipt of the payment for which this Release is given and (2) in the amount of
2540 188 .00 (total contract payment made through the date hereof including the enclosed
requisition).
In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid
for in full, including taxes of every description, except for the following in the specific amounts set forth:
Address, phone #, contact name of unpaid
sub-subcontractor, materialmen or supplier Total Amount Owing
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I Wre
Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every
sub-subcontractor and/or material supplier which has not been previously submitted to Corestab

Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, tiens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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Contractor as of the date hereof including any guarantees or warranties.

being duly swom, acknowledge the foregoing on this 4th day of August 2000 and certify that this is a true and accurate statement intending to induce Corestab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

(Signature of Subcontractor, Supplier, or Materialman)

STATE OF CONNECTICUT)

COUNTY OF LILLEON SS:

Subscribed and sworn to before me this 4th day of Luguet 1906 under the penalty of false statement.

Majora Coloros Publi

My commission expires

8/31/08

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ANGELA C. KACKOWSKI NOTARY PUBLIC MY COMMISSION EXPRES AUG. 31, 2008



TO ALL WHOM-FT MAY CONCERN:
WHEREAS, (the "Trades Contractor"), has entered Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as with full a producted at 5 Fruckney Island, Dionest Project"); and
WHEREAS, the Trades Contractor has submitted to Corestab Structures (Conn.) Inc. a progress payment requisition dated 11500 in the amount of \$210, 205. for Work performs on the Project during the period 11500 to 73100
and adequacy of which are hereb

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby admowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$2300.000.

(total contract payment made through the date hereof including the enclosed poquisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier

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Total Amount Owing

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

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1083 Westerbury Road - Thomaston, CT 06787-2028 • (860) 283-8261 • FAX (860) 283-0165
ATLANTA - AUSTIN - BURLINGTON, ONTARIO - LOS ANGELES - MIAMI - OXLAHOMA CITY - ORLANDO - PHOENIX - STONEY CREEK, ONTARIO - TAMPA - THOMASTON, CT

: 1

Contractor as of the date hereof including any guarantees or warranties. I,
By: (Signature of Subcontractor, Supplier, or
Materialman) STATE OF CONNECTICUT) COUNTY OF WOOLSter 15 1/2 day of August 1906 under the
Subscribed and swom to bofore me mis
Notary Public My commission expires 1/24/2012
į

TO ALL WHOM IT MAY CONCERN:
WHEREAS, Duilder Resource Orc. (the "Trades Contractor"), has entered Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Note Force located at Drong N ("Project"); and "Project"); and WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated P-24-06 in the amount of \$ 251,583.00 for Work performed on the Project during the period P-1-06 to F-31-06
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project it being understood because of the Project it being understood because it to the Project it being understood by the Project in the state of the Project in the

(total contract payment made through the date hereof including the enclosed requisition). In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of

Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier

Total Amount Owing

s <u>3,492,371</u>

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coresiah Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

(Signature of Subcontractor, Supplier, or

Materialman)

Contractor.	atchereof including any guarantees of warranties. THANA OF DUNACS RESource Inc. Inowledge the foregoing on this 30th day of Angust 18, a true and accurate statement intending to induce Coreally Structures (Coreally Structures shall be essor, assigns, heirs, administrators and executors and trustees of the Trades	
1/2-1/4 NO By:	By:	i

COUNTY OF WORLD

Subscribed and sworn to before me this 50 penalty of false statement.